

ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 9	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N00039-15-D-0042		2. DELIVERY ORDER/ CALL NO. N0003917F0010		3. DATE OF ORDER/CALL (YYYYMMDD) 2017 Jul 13		4. REQ./PURCH. REQUEST NO. 1300656499		5. PRIORITY	
6. ISSUED BY CODE N00039 COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127				7. ADMINISTERED BY (if other than 6) CODE S2401A DCMA TWIN CITIES 5800 WEST AMERICAN BLVD SUITE 600 BLOOMINGTON MN 55437-1448				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR CODE 081U3 DATA LINK SOLUTIONS L.L.C. NAME 350 COLLINS RD NE AND CEDAR RAPIDS IA 52408-0001 ADDRESS				FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	
14. SHIP TO CODE N00039 COMMANDER, SPACE AND NAVAL WARFARE DAVE FELKER SHIP IN PLACE COR/ACOR WILL PROVIDE SHIP TO INSTRUCTIONS SAN DIEGO CA 92147				15. PAYMENT WILL BE MADE BY CODE HQ0339 DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		<input checked="" type="checkbox"/> DELIVERY/ CALL <input type="checkbox"/> PURCHASE		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
Data Link Solutions L.L.C.				(b)(6)		- DLS Contracts		2017 JUL 17	
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE									
See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	SEE SCHEDULE								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: (b)(6) EMAIL: BY PATRICIA POPE TELER CONTRACTING / ORDERING OFFICER		25. TOTAL	\$289,421.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN							26. DIFFERENCES		
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR
36. I certify this account is correct and proper for payment.					31. PAYMENT		34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	
								42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 CPFF		(b)(4)	Lot		NTE
	MIDS-LVT Engineering Services Ordering Period 3 FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FIXED FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES
301001	
	MIDS-LVT Engineering Services in support of Saudi Arabia Case SR-D-QBR PR Number: 1300656499 ACRN: AA Funded Amount: (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 COST		(b)(4)	Lot		NTE
	MIDS-LVT – Travel & ODC Travel and ODCs in support of MIDS-LVT Engineering Services (CLINs 3009 and 3010), Ordering Period 3 FOB: Destination				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES
301101	
	Travel & ODCs In support of CLIN 3010 Saudi Arabia Case SR-D-QBR ACRN: AA Funded Amount: (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 FFP					NSP
	Contract Data Requirement List (CDRL) Data Exhibit "D" in accordance with DD Form 1423, Exhibit "D" for CLINs 3009 and 3010				

CLAUSES INCORPORATED BY REFERENCE

52.232-22

Limitation Of Funds

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4) *provided* that not less than **752** staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than **752** staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

CLINTotal Staff-hours
of Direct Labor (X)

3010

752

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that **Zero (0)** staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than **105 %** of X or not less than **95 %** of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than **105 %** of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than **95 %** of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the “Allowable Cost and Payment” and “Fixed Fee” clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to **\$100,000** inclusive of fee. It is **estimated** that these funds will cover the cost of performance through **November 13, 2017**. Subject to the provisions of the FAR 52.232-22 “Limitation of Funds” clause of this contract, no legal liability on the part of the Government for payment in excess of **\$100,000** shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
3010	Origin	Government	Origin	Government
301001	N/A	N/A	N/A	N/A
3011	Origin	Government	Origin	Government
301101	N/A	N/A	N/A	N/A
3012	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
3010	N/A	N/A	N/A	N/A
301001	N/A	N/A	N/A	N/A
3011	POP 13-JUL-2017 TO 13-JUL-2018	N/A	COMMANDER, SPACE AND NAVAL WARFARE (b)(6) SHIP IN PLACE COR/ACOR WILL PROVIDE SHIP TO INSTRUCTIONS SAN DIEGO CA 92147 619-524-1493 FOB: Destination	N00039
301101	N/A	N/A	N/A	N/A
3012	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242 0002 4FX 47RNC Q BRSR20 M5 F25788 100700050300 0HQ0104 503000
AMOUNT: \$100,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	301001	130065649900001	(b)(4)
	301101	130065649900001	(b)(4)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment A- Statement of Work (SOW) for Engineering Services for Saudi Arabia, dated 7 June, 2016.